

INTERLOCAL COOPERATION ACT IC § 36-1-7 et seq.	JOINT SERVICE AND SUPPLY AGREEMENTS IC § 20-26-10 et seq.
<p>Membership</p> <p>IC 36-1-7-1 Application of chapter Sec. 1. This chapter applies to the following:</p> <ol style="list-style-type: none"> (1) The state. (2) All political subdivisions. (3) All state agencies. (4) Any of the following created by state law: <ol style="list-style-type: none"> (A) Public instrumentalities. (B) Public corporate bodies. (5) Another state to the extent authorized by the law of that state. (6) Political subdivisions of states other than Indiana, to the extent authorized by laws of the other states. (7) Agencies of the federal government, to the extent authorized by federal laws. 	<p>Membership</p> <p>IC 20-26-10-2 "Participating school corporation" Sec. 2. As used in sections 3 through 9 of this chapter, "participating school corporations" means all school corporations engaging in a joint program.</p>
<p>Purpose and Powers</p> <p>IC 36-1-7-2 Permissible powers Sec. 2. (a) A power that may be exercised by an Indiana political subdivision and by one (1) or more other governmental entities may be exercised:</p> <ol style="list-style-type: none"> (1) by one (1) or more entities on behalf of others; or (2) jointly by the entities. <p>Entities that want to do this must, by ordinance or resolution, enter into a written agreement under section 3 or 9 of this chapter.</p> <p>(b) Notwithstanding subsection (a), Indiana governmental entities that want only to buy, sell, or exchange services, supplies, or equipment between or among themselves may enter into contracts to do this and follow section 12 of this chapter.</p> <p>See also IC 36-1-7-3.</p>	<p>Purpose and Powers</p> <p>IC 20-26-10-1 "Joint program" Sec. 1. As used in sections 2 through 9 of this chapter, "joint program" means the joint employment of personnel, joint purchase of supplies or other material, or joint purchase or lease of equipment, joint lease of land or buildings, or both, or joint construction of, remodeling of, or additions to school buildings, by two (2) or more school corporations, for a particular program or purpose. The term includes the joint investment of money under . IC 5-13, data processing operations, career and technical education, psychological services, audiovisual services, guidance services; special education, and joint purchasing related to the acquisition of supplies or equipment that are not to be used jointly.</p>

<p style="text-align: center;">INTERLOCAL COOPERATION ACT IC § 36-1-7 <i>et seq.</i></p>	<p style="text-align: center;">JOINT SERVICE AND SUPPLY AGREEMENTS IC § 20-26-10 <i>et seq.</i></p>
<p>Contents of Agreement</p> <p>IC 36-1-7-3 Agreements; contents; powers under agreements Sec. 3. (a) An agreement under this section must provide for the following:</p> <ul style="list-style-type: none"> (1) Its duration. (2) Its purpose. (3) The manner of financing, staffing, and supplying the joint undertaking and of establishing and maintaining a budget therefor. (4) The methods that may be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon partial or complete termination. (5) Administration through: <ul style="list-style-type: none"> (A) a separate legal entity, the nature, organization, composition, and powers of which must be provided; or (B) a joint board composed of representatives of the entities that are parties to the agreement, and on which all parties to the agreement must be represented. (6) The manner of acquiring, holding, and disposing of real and personal property used in the joint undertaking, whenever a joint board is created under subdivision (5)(B). <p>In addition, such an agreement may provide for any other appropriate matters.</p> <ul style="list-style-type: none"> (b) A separate legal entity or joint board established by an agreement under this section has only the powers delegated to it by the agreement. The agreement may not provide for members, directors, or trustees of the separate legal entity or joint board to make appointments (either individually or jointly) to fill vacancies on the separate legal entity or joint board. (c) Subsection (a)(6) does not apply to an emergency management assistance compact under IC 10-14-5. 	<p>Contents of Agreement</p> <p>IC 20-26-10-3 Joint programs authorized; contents of agreement Sec. 3. (a) Two (2) or more school corporations acting through their respective governing bodies may engage in joint programs under a written agreement executed by all participating school corporations.</p> <ul style="list-style-type: none"> (b) The agreement shall do the following: <ul style="list-style-type: none"> (1) Designate the type of purchases, leases, or investments to be made. (2) Prescribe the manner of approving persons employed under the joint program. (3) Designate the type of construction, remodeling, or additions to be made on the school buildings. (4) Provide for the organization, administration, support, funding, and termination of the program, subject to the provisions of this chapter.

INTERLOCAL COOPERATION ACT IC § 36-1-7 et seq.	JOINT SERVICE AND SUPPLY AGREEMENTS IC § 20-26-10 et seq.
<p>Administration</p> <p>IC 36-1-7-3 Agreements; contents; powers under agreements Sec. 3. (a) An agreement under this section must provide for the following:... . (5) Administration through: (A) a separate legal entity, the nature, organization, composition, and powers of which must be provided; or (B) a joint board composed of representatives of the entities that <i>are</i> parties to the agreement, and on which all parties to the agreement must be represented. (6) The manner of acquiring, holding, and disposing of real and personal property used in the joint undertaking, whenever a joint board is created under subdivision (5)(B). In addition, such an agreement may provide for any other appropriate matters. (b) A separate legal entity or joint board established by an agreement under this section has only the powers delegated to it by the agreement. The agreement may not provide for members, directors, or trustees of the separate legal entity or joint board to make appointments (either individually or jointly) to fill vacancies on the separate legal entity or joint board. (c) Subsection (a)(6) does not apply to an emergency management assistance compact under IC 10-14-5.</p>	<p>Administration</p> <p>IC 20-26-10-4 Administration and supervision of joint program Sec. 4. An agreement shall designate one (1) of the participating school corporations to administer and supervise the joint program, including receiving and disbursing funds, executing documents, and maintaining records under this chapter and the agreement between the participating school corporations.</p>

<p style="text-align: center;">INTERLOCAL COOPERATION ACT IC § 36-1-7 et seq.</p>	<p style="text-align: center;">JOINT SERVICE AND SUPPLY AGREEMENTS IC § 20-26-10 et seq.</p>
<p>Teacher Rights</p> <p>IC 36-1-7-13 Agreements between school corporations; rights and privileges of teachers Sec. 13. Whenever an agreement authorized by this chapter is between school corporations, teachers employed under the agreement have the same rights and privileges as teachers employed under IC 20-26-10-5, IC 20-26-10-6, and IC 20-26-10-7.</p>	<p>Teacher Rights</p> <p>IC 20-26-10-5 Teachers without prior service; employment by joint program Sec. 5. (a) A teacher employed in a joint program who does not have existing years of service in one (1) of the member corporations of the joint program is considered to have been employed as a teacher by the governing body that is administering the joint program at the time that the teacher is first employed by the joint program. (b) The teacher is entitled to the same rights and privileges as set forth in IC 20-28-6 through IC 20-28-10 as if employed as a regular teacher by the governing body that is administering the joint program at the time that the teacher is first employed by the joint program.</p> <p>IC 20-26-10-6 Teachers with prior service; employment by joint program Sec. 6. A teacher who has existing years of service in one (1) of the member school corporations of the joint program shall retain the same rights and privileges as set forth in IC 20-28-6 through IC 20-28-10 as if still employed as a teacher in the school corporation in which the teacher has already acquired years of service.</p> <p>IC 20-26-10-7 Loss of joint program teaching jobs Sec. 7. (a) A teacher who loses the teacher's job in a joint program because of: (1) a reduction in services; (2) a reorganization; (3) the discontinuance of the joint program; or (4) a withdrawal in whole or in part of a participating school from the joint program; shall be accorded the same rights that are provided under IC 20-35-5-11 for teachers from special education cooperatives.</p>

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	<p>Teacher Rights (cont.) (b) A teacher who: (1) is employed in a joint program under this chapter; (2) loses the teacher's job in the joint program as described in subsection (a); and (3) subsequently is employed by a participating school corporation as described in subsection (a); retains the rights and privileges under IC 20-28-6 through IC 20-28-10 that the teacher held at the time the teacher lost the job in the joint program as described in subdivision (2).</p>
<p>Funding</p> <p>IC 36-1-7-11 Power to appropriate money and provide personnel, services, and facilities - Sec. 11. An entity entering into an agreement under this chapter may: (1) appropriate monies; and (2) provide personnel, services, and facilities; to carry out the agreement.</p> <p>IC 36-1-7-3 Agreements; contents; powers under agreements Sec. 3. (a) An agreement under this section must provide for the following: ... (3) The manner of financing, staffing, and supplying the joint undertaking and of establishing and maintaining a budget therefor... .</p>	<p>Funding</p> <p>IC 20-26-10-8 Joint services, leasing, construction, and supply fund Sec. 8. (a) The governing bodies of participating school corporations may pay into a joint fund, known as the joint services, leasing, construction, and supply fund, an amount set forth in the written agreement under section 3 of this chapter. Each governing body shall budget and appropriate funds for the joint program from the school corporation's general fund in accordance with laws governing the use of the general fund.</p> <p>(b) The joint services, leasing, construction, and supply fund shall be held by the governing body of the school corporation designated in the written agreement to administer and supervise the joint program. The designated governing body shall receive, disburse, and maintain an account for the fund in the same manner as prescribed for other funds of the governing body and under the written agreement but without any further or additional appropriation of the funds. The designated governing body shall: (1) make a complete and detailed financial report of all receipts and disbursements not later than thirty (30) days after the end of each school year; and (2) furnish copies of the report to the governing bodies of all other participating school corporations. The reports required under this section are supplementary to and do not supersede or repeal the requirements for publication of annual reports of certain school corporations as provided by IC 5-3-1.</p>

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<p>Employment of Professional Personnel; Purchases</p> <p>IC 36-1-7-12 Purchase, sale, or exchange of services, supplies, or equipment</p> <p>Sec. 12. (a) Whenever a contract provides for the purchase, sale, or exchange of services, supplies, or equipment between or among Indiana governmental entities only, no notice by publication or posting is required.</p> <p style="padding-left: 40px;">(b) Whenever a contract provides for one (1) Indiana governmental entity to make a purchase for another, compliance by the one with the applicable statutes governing public bids constitutes compliance by the other.</p> <p style="padding-left: 40px;">(c) A governmental entity may make a purchase from any other governmental entity or under another governmental entity's referenced written contract if there is compliance with state purchasing law by the original purchasing unit.</p> <p style="padding-left: 40px;">(d) Two (2) or more governmental entities may procure together or with a nonprofit entity if the requirements of the public purchasing statutes are met.</p>	<p>Employment of Professional Personnel; Purchases</p> <p>IC 20-26-10-10 Joint employment of professional personnel; joint purchase of supplies and equipment</p> <p>Sec. 10. Two (2) or more school corporations within a county may through their respective school trustees and boards engage in any of the following:</p> <ol style="list-style-type: none"> (1) Joint employment of professional personnel. (2) Joint purchases of necessary supplies, equipment, and other materials that the participating school officers consider proper to the operation of their respective schools. <p>The cost of these services and purchases to participating corporations shall be determined by their proportionate use in the schools of participating corporations. The county superintendent of schools is the administrator of these joint activities. [Note: This provision has limited application.]</p>

INTERLOCAL COOPERATION ACT IC § 36-1-7 <i>et seq.</i>	JOINT SERVICE AND SUPPLY AGREEMENTS IC § 20-26-10 <i>et seq.</i>
<p>Review by the Attorney General</p> <p>Sec. 4. (a) If an agreement under section 3 of this chapter:</p> <p>(1) involves as parties:</p> <p style="padding-left: 40px;">(A) only Indiana political subdivisions; or</p> <p style="padding-left: 40px;">(B) an Indiana political subdivision and:</p> <p style="padding-left: 80px;">(i) a public instrumentality; or</p> <p style="padding-left: 80px;">(ii) a public corporate body; created by state law;</p> <p>(2) is approved by the fiscal body of each party that is an Indiana political subdivision either before or after the agreement is entered into by the executive of the party; and</p> <p>(3) delegates to the treasurer or disbursing officer of one (1) of the parties that is an Indiana political subdivision the duty to receive, disburse, and account for all monies of the joint undertaking;</p> <p>then the approval of the attorney general is not required.</p> <p style="padding-left: 40px;">(b) If subsection (a) does not apply; an agreement under section 3 of this chapter must be submitted to the attorney general for the attorney general's approval. The attorney general shall approve the agreement unless the attorney general finds that it does not comply with the statutes, in which case the attorney general shall detail in writing for the parties the specific respects in which the agreement does not comply. If the attorney general fails to disapprove the agreement within sixty (60) days after it is submitted to the attorney general, it is considered approved.</p>	<p>Review by the Attorney General</p> <p>The Attorney General is not required to review a Joint Service and Supply Agreement.</p>

INTERLOCAL COOPERATION ACT IC § 36-1-7 et seq.	JOINT SERVICE AND SUPPLY AGREEMENTS IC § 20-26-10 et seq.
<p>Approval by the State Board of Education</p> <p>IC 36-1-7-5 Agreements; approval of state officer or state agency having power to control services or facilities; reciprocal borrowing agreements Sec. 5. (a) Except as provided in subsection (b) and regardless of the requirements of section 4 of this chapter, if an agreement under section 3 of this chapter concerns the provision of services or facilities that a state officer or state agency has power to control, the agreement must be submitted to that officer or agency for approval before it takes effect... . (c) Approval or disapproval is governed by the same provisions prescribed by section 4(b) of this chapter for the attorney general.</p>	<p>Approval by the State Board of Education</p> <p>A Joint Service and Supply Agreement does not have to be approved by a State agency (neither the State Board of Education nor the Department of Education).</p>
<p>Recording</p> <p>IC 36-1-7-6 Agreements; recording; filing Sec. 6. Before it takes effect, an agreement under section 3 of this chapter must be recorded with the county recorder. Not later than sixty (60) days after it takes effect, such an agreement must be filed with the state board of accounts for audit purposes.</p>	<p>Recording</p> <p>A Joint Service and Supply Agreement does not have to be recorded with the county recorder.</p>
<p>Dissolution of the Agreement</p> <p>The Agreement developed under IC 36-1-7-3(a)(4) must address not only the partial or complete termination of the agreement but <i>for</i> the disposing of property.</p>	<p>Dissolution of the Agreement</p> <p>The Agreement has to address, in part, the "termination of the program." IC 20-26-10-3(a)(4).</p>

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<p>Leasing, Construction, and Supply Fund</p> <p>IC 36-1-7-3, IC 36-1-741, and IC 36-1-7-12 can accomplish the same ends as IC 20-26-10-8.</p>	<p>Leasing, Construction, and Supply Fund</p> <p>IC 20-26-10-8 Joint services, leasing, construction, and supply fund</p> <p>Sec. 8. (a) The governing bodies of participating school corporations may pay into a joint fund, known as the joint services, leasing, construction, and supply fund, an amount set forth in the written agreement under section 3 of this chapter. Each governing body shall budget and appropriate funds for the joint program from the school corporation's general fund in accordance with laws governing the use of the general fund.</p> <p>(b) The joint services, leasing, construction, and supply fund shall be held by the governing body of the school corporation designated in the written agreement to administer and supervise the joint program. The designated governing body shall receive, disburse, and maintain an account for the fund in the same manner as prescribed for other funds of the governing body and under the written agreement but without any further or additional appropriation of the funds. The designated governing body shall:</p> <p>(1) make a complete and detailed financial report of all receipts and disbursements not later than thirty (30) days after the end of each school year; and</p> <p>(2) furnish copies of the report to the governing bodies of all other participating school corporations. The reports required under this section are supplementary to and do not supersede or repeal the requirements for publication of annual reports of certain school corporations as provided by IC 5-3-1.</p>

INTERLOCAL COOPERATION ACT IC § 36-1-7 et seq.	JOINT SERVICE AND SUPPLY AGREEMENTS IC § 20-26-10 et seq.
<p>Joint Investment Fund</p> <p>This would be permissible under IC 36-1-7-2, IC 36-1-7-3, and IC 36-1-7-11.</p>	<p>Joint Investment Fund</p> <p>IC 20-26-10-9 Joint investment fund; administration; designated depositories</p> <p>Sec. 9. (a) The governing bodies of participating school corporations may pay into a joint fund, to be known as the joint investment fund, all or part of the money the governing bodies may otherwise invest under IC 5-13-9. The fund shall be administered by the governing body of the school corporation designated in the written agreement under section 3 of this chapter. The designated governing body shall receive, invest, maintain an account for, and disburse the fund in the same manner as prescribed for other funds for the governing body representing money available for investment and in accordance with the written agreement.</p> <p>(b) With respect to an investment described in IC 5-13-9, quotes may be solicited and received orally, and the investment shall be made with the designated depository that submitted the highest quote. If two (2) or more designated depositories submit the highest quote, the investment shall be made either:</p> <p>(1) by dividing the investment among the depositories so as not to lose the benefits of the quotes received; or</p> <p>(2) if division is not practicable, by lot.</p> <p>(c) The designated depository holding the investment shall remit to the governing body administering the joint program any money due under the investment on the date the investment matures and in the manner directed by the governing body. A designated depository participating in an agreement for joint investment of money under IC 5-13 shall provide a detailed accounting of the transactions as required for audit purposes by the state board of accounts.</p>

INTERLOCAL COOPERATION ACT IC § 36-1-7 <i>et seq.</i>	JOINT SERVICE AND SUPPLY AGREEMENTS IC § 20-26-10 <i>et seq.</i>
<p>Purchases and Bidding</p> <p>IC 36-1-7-12 Purchase, sale, or exchange of services, supplies, or equipment Sec. 12. (a) Whenever a contract provides for the purchase, sale, or exchange of services, supplies, or equipment between or among Indiana governmental entities only, no notice by publication or posting is required. (b) Whenever a contract provides for one (1) Indiana governmental entity to make a purchase for another, compliance by the one with the applicable statutes governing public bids constitutes compliance by the other. (c) A governmental entity may make a purchase from any other governmental entity or under another governmental entity's referenced written contract if there is compliance with state purchasing law by the original purchasing unit. (d) Two (2) or more governmental entities may procure together or with a nonprofit entity if the requirements of the public purchasing statutes are met.</p>	<p>Purchases and Bidding</p> <p>IC 20-26-10-12 Purchasing and bidding rules Sec. 12. The purchasing of equipment, supplies, and materials shall be under the same laws and regulations as the purchasing would be if it were by a single school corporation. However, the bids shall be submitted by the superintendent of county schools to the participating corporations for approval.</p>